



Loudoun County, Virginia

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INVITATION FOR BID

**BASKETBALL OFFICIATING SERVICES (RE-ISSUE)**

ACCEPTANCE DATE: Prior to 4:00 p.m., October 4, 2007 "Local Verizon time"

IFB NUMBER: QQ-01357

ACCEPTANCE

PLACE: Department of Management and Financial Services  
Division of Procurement  
1 Harrison Street, SE, 4<sup>th</sup> Floor, MSC #41C  
Leesburg, Virginia, 20175

Requests for information related to this Invitation should be directed to:

Courtney L. Raye, CPPB

Contracting Officer

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This document can be downloaded from our web site:

[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: September 19, 2007

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

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**BASKETBALL OFFICIATING SERVICES (RE-ISSUE)**

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Prepared By: *Courtney L. Ray* Date: 9/19/07  
Contracting Officer

**ATTACHMENT I**

# **BASKETBALL OFFICIATING SERVICES (RE-ISSUE)**

## **1.0 PURPOSE**

The intent of this Invitation for Bid and resulting contract is to obtain the services of qualified basketball officiating associations to provide basketball officials to Loudoun County for their Department of Parks, Recreation and Community Services (PRCS) adult basketball league. The County reserves the right to award one (1) primary contract and one (1) secondary contract. The secondary contractor will be used if the primary contractor is unable to provide the required officials for a scheduled game within a twenty-four (24) hour period. The County intends to award a one (1) year contract with up to two (2) additional one (1) year renewal options.

## **2.0 COMPETITION INTENDED**

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent, or appointed designee not later than ten (10) days prior to the date set for bids to open.

## **3.0 BACKGROUND**

The County will be requiring officiating services for the PRCS adult basketball programs beginning with the 2007 winter league season starting in December 2007.

## **4.0 SCOPE OF SERVICES**

### **4.1 General Information:**

- 4.1.1 Games shall be held at various high schools and middle schools located in Loudoun County.
- 4.1.2 All games shall be played on Sundays between 1:00PM and 11:00PM or on other days as inclement weather dictates the rescheduling of games.
- 4.1.3 There shall be a maximum of 100 regular season games and 35 playoff games for a maximum total of 135 games for the Summer season, starting no earlier than July 1, 2007 and ending no later than October 1<sup>st</sup>, 2007.
- 4.1.4 There shall be a maximum of 300 regular season games and 50 playoff games for a total of 350 games for the Winter season, starting

no earlier than November 13, 2007 and ending no later than May 1, 2008.

- 4.1.5 There will be a twenty (20) minute running clock, with stoppage on the last two (2) minutes of each half and all foul shots.
- 4.1.6 In case of a scoreboard malfunction, games shall be played in twenty-five (25) minute running clock halves with a five (5) minute running clock overtime period, if needed. The clock will not stop for foul shots or out-of-bounds shots. The clock will stop for time-outs and one (1) minute will be added to the running time for each time-out.
- 4.1.7 Teams shall have three (3) full time-outs for the entire game, plus one (1) more for each overtime.
- 4.1.8 Teams may enter the lane on the release of a free throw after the first attempt during a bonus situation or after the release on the final free throw.
- 4.1.9 The first overtime period shall be three (3) minutes with the clock stopping on all dead balls. The second overtime period will be sudden death with the first team to score two (2) points more than their opponent.
- 4.1.10 Halftimes shall be three (3) to five (5) minutes in length, as decided by the officials.
- 4.1.11 Players must wear jerseys with same colors and unique numbers with no digit exceeding the number five (5).
- 4.1.12 All other National Federation of State High School Athletic Associations (NFHS) rules apply.

4.2 The Officiating Association (Contractor) shall:

- 4.2.1 Assign qualified officials, in numbers as specified (two (2) officials per regular season game and three (3) officials per playoff game), to officiate scheduled games, during the adult basketball seasons, in accordance with a schedule to be submitted in writing to the Association Scheduler by the County.
- 4.2.2 Assign qualified officials for postponed scheduled games and other games scheduled after the start of the schedule, provided that notice of the game is given to the Association Scheduler, preferably in writing, at least twenty-four (24) hours prior to the rescheduled game time.

- 4.2.3 Be entitled to only one half a game fee for any assigned official not appearing on the court of play, in proper uniform at least ten (10) minutes prior to the scheduled start time of a game.
- 4.2.4 Not be entitled to a full game fee and reimburse the County one half of a game fee, for any assigned official not present within the first fifteen (15) minutes of the scheduled start of the game.
- 4.2.5 Abide by and enforce the rules of the game as set forth by the NFHS and other special rules established by the County which are not contrary to the spirit of the rules of the NFHS and which are within the established obligations of officials to perform. The County has the right to waive or change rules on site if determined necessary for the best interest of the league.
- 4.2.6 Faithfully serve the County and demand conformance to the highest standard of fair play and sportsmanship.
- 4.2.7 Work with the County to respond to problems and complaints that occur during the Contract period, including but not be limited to, complaints and problems concerning officials, players, coaches, and any other persons involved with league games, as well as recommendations on suggested disciplinary actions which should be taken.
- 4.2.8 Provide all teams a fifteen (15) minute grace period, before calling the game a forfeit.

4.3 The County shall:

- 4.3.1 Recognize that the Association is an organization composed of members who are independent Contractors and that the Association's
- 4.3.2 Furnish the Association Scheduler, in writing, any changes in the scheduled place of game or starting time of game as soon as possible, and in no cases, later than twenty-four (24) hours prior to the time given in the schedules.
- 4.3.3 Provide security to prevent any improper conduct on the part of the players, league officials, and spectators, which interferes with the orderly conduct of the game.
- 4.3.4 Pay the full price of the game in the event of a forfeit by either or both scheduled teams unless the Association Scheduler is notified of the impending forfeit within twenty-four (24) hours prior to the scheduled game time.
- 4.3.5 Pay the full price of the game in the event that all the official(s) report to officiate the game and the County changes its schedule, time of

game, or place that the game is to be played without proper notification to the Association Scheduler.

- 4.3.6 Contact the secondary Contractor in the event the primary Contractor is unable to provide the required officials within twenty four (24) hours before a scheduled game. The primary Contractor is not required to reimburse the County if the secondary Contractor is able to provide the required officials. The fact there is a secondary Contractor does not relieve the primary Contractor from performance of its contractual obligations under this Contract.
- 4.3.7 Reserves the right to solicit services from other qualified sources in the event the primary or secondary Contractor are not able to provide the required officials. Both the primary and secondary Contractor shall reimburse the County for all costs above the Contract price when purchases are made in the open market.
- 4.3.8 Reserve the right at any time to refuse or determine unacceptable, any official sent by the Association if the County deems the official's qualifications do not meet league standards.

## **5.0 CONTRACT TERMS AND CONDITIONS**

The Contract with the successful bidder will contain the following Contract Terms and Conditions:

### **5.1 Procedures**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

### **5.2 Contract Period**

The Contract period shall cover the Winter 2007 season (hereafter referred to as Season 1).

This Contract may be renewed at the expiration of the initial term by mutual agreement between the Contractor and the County. This Contract may be renewed annually for Seasons 2 and 3.

Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for Urban Wage Earners and

Clerical Workers (CPI-W), Other Services for the current twelve (12) month period.

Notice of intent to renew will be given to the Contractor in writing by the County, normally ninety (90) days before the expiration date of the current Contract.

5.3 Contract Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the County.

5.4 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Department of Parks, Recreation and Community Services as well as the Division of Procurement. The Contractor must keep the County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor. This also applies to the secondary Contractor as well.

5.5 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

5.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

5.7 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

5.8 Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors at their own expense. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the Contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit
\$5,000	Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

D. Owners' & Contractor' Protective Liability

Policy will be in the name of the County. Minimum limits required are \$1,000,000

**E. Coverage Provisions**

1. The Contractor shall furnish to the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached.
2. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
3. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision that the County be added as an additional insured does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
4. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
5. The Contractor shall provide immediate written notice to the County before any cancellation, suspension, or void of coverage in whole or part, or subsequent to any cancellation, suspension, or void of coverage in whole or part if not so notified prior to an action taken by the insurer resulting in the immediate cancellation, suspension, or void in whole or part.
6. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises for which the parties may be held liable by reason of negligence.

9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

5.9 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.

5.10 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

5.11 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial

assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

5.12 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

5.13 Employment Discrimination by Contractors Prohibited

Every Contract over \$10,000 shall include the following provisions

- A. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.14 Drug-free Workplace

Every Contract over \$10,000 shall include the following provisions

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

5.15 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

5.16 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

5.17 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be

professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Contract requirements.

5.18 Exemption from Taxes

The Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or product provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. The Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including taxes on materials purchased by a Contractor for use on a construction project. Tax Exemption Certificates indicating the County's tax exempt status shall be furnished on request.

5.19 Invoicing and Payment

Upon delivery and acceptance of the equipment, the Contractor shall submit an invoice detailing the appropriate charges.

Upon receipt of invoice and final inspection and acceptance of the equipment, the County will render payment. Invoices shall be submitted to:

County of Loudoun, Virginia  
Department of Parks, Recreation, and Community Services  
Attn: Adult Sports  
215 Depot Ct., SE, 3<sup>rd</sup> Floor  
Leesburg, VA 20175

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers; and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

5.20 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

5.21 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

5.22 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

5.23 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief at the time of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

5.24 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

5.25 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

5.26 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:  
(TBD)

TO COUNTY:  
County of Loudoun, Virginia  
Division of Procurement, MSC #41C  
1 Harrison St, SE, 4<sup>th</sup> Floor  
Leesburg, VA 20175

5.27 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

5.28 Registering of Corporation

The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

**6.0 INSTRUCTIONS TO BIDDERS**

6.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information, as requested or required. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to 1 Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted.

6.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

6.3 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

6.4 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

6.5 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

6.6 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of organization

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

6.7 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the

correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

6.8 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval by the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

6.9 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references may be cause for rejection of bid as non-responsive.

6.10 Contract Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

6.11 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

6.12 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address are shown on the container.

6.13 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

6.14 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

6.15 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

6.16 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

6.17 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

6.18 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds.

Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

6.19 Notice of Award

A Notice of Award will be posted on the County's web site ([www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

6.20 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

6.21 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

6.22 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), P.O. Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent contractors do not require registration. Bidders should consult the Code of Virginia Section 13.1-757 for more information.

6.23 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement was conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

6.24 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions.

6.25 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.



# Loudoun County, Virginia

Division of Procurement  
One Harrison Street, 4th Floor, MSC #41C  
Leesburg, Virginia 20175

## 7.0 BASKETBALL OFFICIATING SERVICES (RE-ISSUE)

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN \_\_\_\_\_ BPOL \_\_\_\_\_

NOTICE TO BIDDERS: The following required supplies shall be provided according to the Contract Terms and Conditions contained herein.

### Winter 2007-2008 Season

Fee per game for (2) officials \$ \_\_\_\_\_

Fee per game for (3) officials \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

The following shall be returned with your bid. Failure to do so may be cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all addendums.

ITEM:	INCLUDED: (X)
1. References (on County form)	_____
2. Addendums, if any.	_____
3. Payment Terms:	_____ Net 45 or _____ Other

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email \_\_\_\_\_

Name of person authorized to bind the Firm (6.6): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.*

References for:

Bidders shall provide references on this form.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
5. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

**HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?**

QQ-01357

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

Other \_\_\_\_\_

**SERVICE RESPONSE CARD**

QQ-01357

Date of Service: \_\_\_\_\_

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent  Good  Average  Fair  Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent  Good  Average  Fair  Poor

How would you rate the overall response to your request?

Excellent  Good  Average  Fair  Poor

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Thank you for your response!  
 We can better assess our service to *you* through feed back from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_(day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •  
 PO Box 7000 • Leesburg, VA 20177**

**RIDER CLAUSE**  
**Use of Contract by Members of the**  
**Northern Virginia Cooperative Purchasing Council and**  
**the Metropolitan Washington Council of Governments**

RFP **Basketball Officiating Services (RE-ISSUE)**

QQ- 01357

This clause is intended to allow a successful vendor to offer the goods and services of the bid to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful vendor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify a bidder nor adversely affect the award of the contract.

**BIDDER'S AUTHORIZATION FOR PARTICIPATION:**

YES	JURISDICTION	YES	JURISDICTION
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning Commission
	Charles County Public Schools		Metropolitan Washington Airports Authority
	City of Bowie, MD		Metropolitan Washington Council of Governments
	City of College Park, MD		Winchester, VA
	Culpeper County, Virginia		Montgomery College
	District of Columbia		Montgomery County, MD
	District of Columbia Courts		Montgomery County Public Schools
	District of Columbia Schools		Northern Virginia Community College
	District of Columbia Water & Sewer Auth		Northern Virginia Planning District Commission
	City of Fairfax, VA		Prince George's County, MD
	Fairfax County, VA		Prince George's County Public Schools
	Fairfax County Public Schools		Prince William County, VA
	Fairfax County Water Authority		Prince William County Public Schools
	City of Falls Church, VA		Prince William County Service Authority
	Fauquier County, VA		Town of Purcellville, VA
	Fauquier County Schools		City of Rockville, MD
	City of Frederick, MD		Spotsylvania County Schools
	Frederick County, MD		Stafford County, VA
	Frederick County Public Schools		Stafford County Public Schools
	City of Gaithersburg, MD		City of Takoma Park, MD
	George Mason University		Upper Occoquan Sewage Authority
	City of Greenbelt, MD		Town of Vienna, VA
	Town of Herndon, VA		Washington Metropolitan Area Transit Authority
	Town of Leesburg, VA		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester Public Schools

BIDDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Please complete and return form with bid.

Revised 6/2006

**ATTACHMENT I – LOUDOUN COUNTY PUBLIC MIDDLE AND HIGH SCHOOLS**

BELMONT RIDGE MIDDLE 19045 Upper Belmont Place Leesburg, VA 20176	BLUE RIDGE MIDDLE 551 East A Street Purcellville, VA 20132	BRIAR WOODS HIGH 22525 Belmont Ridge Road Ashburn, VA 20148
BROAD RUN HIGH 21670 Ashburn Road Ashburn, VA 20147	DOMINION HIGH 21326 Augusta Drive Sterling, VA 20164	EAGLE RIDGE MIDDLE 42901 Waxpool Road Ashburn, VA 20148
FARMWELLSTATION MIDDLE 44281 Gloucester Parkway Ashburn, VA 20147	FREEDOM HIGH 25450 Riding Center Dr SouthRiding, VA 20152	HARPER PARK MIDDLE 701 Potomac Station Drive Leesburg, VA 20176
HERITAGE HIGH 520 Evergreen Mill Road, SE Leesburg, VA 20175	J.L. SIMPSON MIDDLE 490 Evergreen Mill Rd Leesburg, VA 20175	LOUDOUN COUNTY HIGH 415 Dry Mill Road, SW Leesburg, VA 20175
LOUDOUN VALLEY HIGH 340 N. Maple Avenue Purcellville, VA 20132	MERCER MIDDLE 42149 Greenstone Dr Aldie, VA 20105	PARK VIEW HIGH 400 W. Laurel Avenue Sterling, VA 20164
POTOMAC FALLS HIGH 46400 Algonkian Parkway Potomac Falls, VA 20165	RIVER BEND MIDDLE 46240 Algonkian Pkwy Sterling, VA 20165	SENECA RIDGE MIDDLE 98 Seneca Ridge Drive Sterling, VA 20164
SMART'S MILL MIDDLE 850 North King Street Leesburg, VA 20175	STERLING MIDDLE 201 W. Holly Avenue Sterling, VA 20164	STONE BRIDGE HIGH 43100 Hay Road Ashburn, VA 20147
STONE HILL MIDDLE 23415 Evergreen Ridge Drive Ashburn, VA 20148		